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June 20, 2002

Ms. Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, SW, Room TWB-204
Washington, DC 20554

Re: Application by Verizon-New Jersey Inc. for Authorization to Provide In-Region, InterLATA Services in the State of New Jersey, Docket 02-67

Dear Ms. Dortch:

This letter responds to the June 17, 2002 Letter from Michael E. Glover, Verizon, to Marlene H. Dortch, FCC, in which Verizon addresses the June 14, 2002 declaration of Dr. Dilshad Khawaja submitted by AT&T. See June 14, 2002 Letter from Robert W. Quinn, Jr., AT&T to Marlene H. Dortch, FCC. That declaration described a direct telemarketing call from a Verizon representative in which Dr. Khawaja, an AT&T employee residing in Hillsborough, New Jersey, was offered (and declined) "long distance service." See June 14, 2002 Declaration of Dilshad Khawaja, Ph.d at ¶ 3 ("She specifically said that the service bundle 'included local telephone and long distance service'"). Although the call to Dr. Khawaja is but a small part of the growing body of evidence (the bulk of which Verizon now concedes) of pervasive violations by Verizon of its core section 271 and 272 obligations, Verizon's carefully crafted response starkly confirms the necessity of an independent Commission investigation of Verizon's misconduct that should precede any further grant of section 271 authority to Verizon.

Verizon concedes that employees of one of its authorized telemarketing vendors did, in fact, make a number of telemarketing calls to Dr. Khawaja's residence in early June, including one on June 8, 2002, that lasted more than a minute and that the marketing representative coded as concluding with the call recipient declining the services offered. Verizon also concedes that it has identified the specific marketing representative that placed the June 8 call. Notably absent from Verizon's 40-page response, however, is a declaration by that marketing representative contradicting Dr. Khawaja's sworn testimony that he was offered long distance service. Instead, Verizon offers speculation by the marketing representative's supervisor and a Verizon employee that the marketing representative "would have only offered the customer Verizon's Local Premium Package." June 17 Declaration of Zenta T. Circenis at ¶ 5. But neither of the

declarants were parties to the call and thus neither has any possible basis on which to testify about the content of the call. As Dr. Khawaja explains in his Supplemental Declaration (attached hereto), he is certain that the Verizon marketing representative offered him a package that included *both* local *and* long distance services. See Supplemental Declaration at ¶ 2. And his AT&T experience has made him very sensitive to the differences between “local” and interLATA services. See *id.*¹ The entire point of AT&T’s submission was and continues to be that the Commission cannot rely upon Verizon unilaterally to conduct the inquiry, examine the relevant documents, shape the questions, and dictate the factual conclusions in an area where, as here, there is evidence that Verizon has, intentionally or “accidentally” or “mistakenly” (to use Verizon’s terms) violated the law. The investigatory responsibility belongs to the Commission, and there are many questions remaining after Verizon’s response which warrant thorough investigation.

First, as explained above, Verizon has not submitted a declaration from the telemarketing representative who it asserts spoke to Dr. Khawaja on June 8, nor has Verizon provided any notes or other contemporaneous evidence of that conversation supporting its speculation that the particular representative did not offer Dr. Khawaja “long distance” service on that date. Second, the Verizon declarants who do offer a “version” of that telephone call (despite the fact that neither claims to have been present on that call) are careful to only speculate as to what “might have” occurred on that call. For example, the Zenta Circenis Declaration states that “[d]uring this call, King’s representative *would have only offered* the customer Verizon’s Local Premium Package. Circenis Declaration ¶ 5.² Significantly, neither declarant states that they had any conversations with the subject telemarketing representative about the purported conversation, nor has either asserted that the representative has denied the sworn facts set forth by Dr. Kawaja.

Finally, Verizon makes much of the fact that on June 4, it advised its vendors that the long distance launch would be July 5. There is no discussion, however, of what Verizon advised its telemarketers *prior* to June 4 with regard to the long distance launch. We already know by Verizon’s own admissions that at least one marketing arm was operating on the belief that the long distance launch date was June 1. See Verizon Reply to AT&T’s Motion for Emergency Relief at p. 3. However, the declarations say nothing about the contents of the scripts (or other instructions) Verizon provided to the telemarketing vendors *before* June 4 and which marketing representatives may still have been using a few days later on June 8. Verizon has asserted (but provided no proof) that “mistakes” by third parties in other marketing channels caused them to carry out Verizon’s June 1 orders, notwithstanding subsequent countermanding orders. Even if that is true, there is every reason to believe that Verizon’s approach was consistent across all marketing channels and that it gave similarly presumptuous orders to its telemarketing vendors (in April or May) to commence long distance telemarketing efforts by June 1 – and later

¹ Based upon a clear recollection that the telemarketing call came while plumbers were at his home, Dr. Khawaja’s best recollection is that the telemarketing call occurred on June 12. As he explains in his supplemental declaration, however, the same plumbers were at his home on both June 8 and June 12, and it is thus possible that the call took place on June 8. See Supplemental Declaration at ¶ 3.

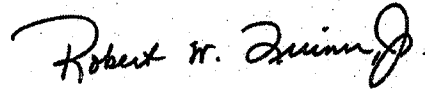
² Mr. Glover’s letter which converts that speculation to assertion of fact (“one of King’s representatives made a call to someone at Dr. Khawaja’s phone number and offered Verizon’s Local Premium Package) has no citation of record support.

countermanded those orders (if at all) only when it became clear that the Commission would not expedite consideration of Verizon's flawed New Jersey application. *See* June 17, 2002 Declaration of Maura C. Breen at ¶ 18 ("Verizon constantly keeps its vendors updated on the launch date for its long distance campaign in New Jersey").

In short, Verizon's incomplete (and perhaps misleading) response to Dr. Khawaja's testimony merely highlights the need for a full Commission investigation. Verizon cannot be allowed simply to "investigate" itself and to provide the Commission with only the facts that it finds helpful. The one thing that is crystal clear from Verizon's recent submissions in this proceeding is that Verizon will "disclose" misconduct only after others have brought that misconduct to the Commission's attention.

One electronic copy of this Notice is being submitted to the Secretary of the FCC in accordance with Section 1.1206 of the Commission's rules.

Sincerely,

A handwritten signature in cursive script, appearing to read "Robert H. Quinn".

cc: Dorothy Attwood
Kyle Dixon
Bryan Tramont
Sam Feder
Jordan Goldstein
Brent Olsen
Alexis Johns

Supplemental Declaration and Affidavit of Dilshad Khawaja, Ph.D.

I, Dilshad Khawaja, Ph.D., being duly sworn according to law, depose and say that:

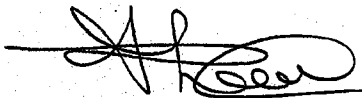
1. I have reviewed the response of Verizon employees to my affidavit in which I testified about a telemarketing call I received at my home in New Jersey on June 12 offering me services including "long distance service." That Verizon response claims that there was no telemarketing of long distance service and that no call was placed to me on June 12.

2. The Verizon response denies that its representatives made any offer of "long distance service" in any call to my telephone number. In my position at AT&T, I am well aware of the difference between long distance service, which is also known as interLATA service, and regional toll or local toll service, which is known as intraLATA service. The Verizon representative on the telemarketing call I received definitely offered me a bundle that included "long distance service".

3. With respect to the date of the call, I received it on the same day that a plumbing contractor was at my house in connection with a new bathroom. The contractor is the "All Clear Plumbing and Drain Cleaning Company." My best recollection is still that I received the call on Wednesday, June 12, which was the day the contractor began work on the bathroom, and I was at home because I took that day off from work to oversee the contractor. After reviewing Verizon's references to a call made to my number on June 8, I note that the same plumbing contractor was at my home that morning as well. Consequently,


I conclude that it is possible that I received the call on the morning of June 8, although my best recollection is that the call was received on June 12. No matter whether I received the call on June 8 or June 12, however, I am sure that the services the Verizon representative offered me included long distance service.

I declare under penalty of perjury pursuant to the laws of the United States of America that the foregoing is true and correct. Executed in Basking Ridge, New Jersey on June 20, 2002.



Dilshad Khawaja, Ph.D.

Sworn to and subscribed to before
me this ²⁰ day of June 2002



A Notary Public of the
State of New Jersey

THERESA DONATIELLO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires November 9, 2004